

**State:** District of Columbia **Filing Company:** The Guardian Life Insurance Company of America  
**TOI/Sub-TOI:** H11G Group Health - Disability Income/H11G.002 Short Term  
**Product Name:** 10512 SCEP Rider  
**Project Name/Number:** 10512 SCEP Rider/10512DC

## Filing at a Glance

Company: The Guardian Life Insurance Company of America  
Product Name: 10512 SCEP Rider  
State: District of Columbia  
TOI: H11G Group Health - Disability Income  
Sub-TOI: H11G.002 Short Term  
Filing Type: Form  
Date Submitted: 11/07/2016  
SERFF Tr Num: GARD-130752405  
SERFF Status: Assigned  
State Tr Num:  
State Status:  
Co Tr Num: 10512DC SCEP  
Implementation: On Approval  
Date Requested:  
Author(s): Victoria Arama, Marilyn Young, Michael Hambleton, Krista Roberts, Karen McCloskey, Julie Derks, Melanie Glassic  
Reviewer(s): Colin Johnson (primary), John Rielley, Andre Beard  
Disposition Date:  
Disposition Status:  
Implementation Date:

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## General Information

Project Name: 10512 SCEP Rider Status of Filing in Domicile: Not Filed  
 Project Number: 10512DC Date Approved in Domicile:  
 Requested Filing Mode: Review & Approval Domicile Status Comments: Since this form was developed specifically for use in this state, they will not be filed with our domiciliary state, NY, until they are approved by your Department.  
 Explanation for Combination/Other: Market Type: Group  
 Submission Type: New Submission Group Market Size: Small and Large  
 Group Market Type: Employer, Association, Trust, Other Explanation for Other Group Market Type: Union Group  
 Overall Rate Impact: Filing Status Changed: 11/10/2016  
 State Status Changed:  
 Deemer Date: Created By: Krista Roberts  
 Submitted By: Julie Derks Corresponding Filing Tracking Number:

### Filing Description:

The attached Scheduled Contract Payment Rider form GC-R-STD-SCEP-16-DC is being filed for review and approval by your Department.

Form GC-R-STD-SCEP-15-DC was previously approved as part of SERFF Tracking No. GARD-130149305. During the implementation of the rider, we discovered necessary revisions to the language for administrative purposes. A redline version is being provided for ease of review.

The Portable version of the Scheduled Contract Payment Rider has also been updated and attached to the Supporting Documentation tab.

Variable language is indicated by brackets and numbered to correspond with the explanations in the attached memoranda. We assure the Department that any change or modification to a variable item outside the approved ranges will be submitted for prior approval.

The form in this submission was developed using simplified language. The form has a Flesch reading ease test score of at least 40. The forms were computer scored.

Please note, the District of Columbia Life & Health Insurance Guaranty Association Act of 1992 Summary of General Purposes and Current Limitations of Coverage will be provided as a separate notice to the Policyholder. We have included a copy of such disclaimer notice under the Supporting Documentation tab.

Finally, the required actuarial memorandum is attached to the Supporting Documentation tab. We request that the contents of this memo be treated as confidential and proprietary.

We appreciate the Department's time and consideration with respect to this filing.

## Company and Contact

### Filing Contact Information

Julie Derks, Project Manager I julie\_derks@glic.com

**State:** District of Columbia **Filing Company:** The Guardian Life Insurance Company of America  
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**Product Name:** 10512 SCEP Rider  
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2300 E Capitol Drive 920-749-6020 [Phone]  
 Appleton, WI 54911

**Filing Company Information**

The Guardian Life Insurance Company of America	CoCode: 64246	State of Domicile: New York
7 Hanover Square	Group Code: 429	Company Type: Life
New York, NY 10004	Group Name:	State ID Number:
(212) 598-8704 ext. [Phone]	FEIN Number: 13-5123390	

**Filing Fees**

Fee Required? No  
 Retaliatory? No  
 Fee Explanation:

SERFF Tracking #:

GARD-130752405

State Tracking #:

Company Tracking #:

10512DC SCEP

State: District of Columbia

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The Guardian Life Insurance Company of America

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## Form Schedule

Lead Form Number: GC-R-STD-SCEP-16-DC

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Scheduled Contract Payment Rider	GC-R-STD-SCEP-16-DC	CERA	Initial		40.500	GC-R-STD-SCEP-16-DC v3.pdf

### Form Type Legend:

<b>ADV</b>	Advertising	<b>AEF</b>	Application/Enrollment Form
<b>CER</b>	Certificate	<b>CERA</b>	Certificate Amendment, Insert Page, Endorsement or Rider
<b>DDP</b>	Data/Declaration Pages	<b>FND</b>	Funding Agreement (Annuity, Individual and Group)
<b>MTX</b>	Matrix	<b>NOC</b>	Notice of Coverage
<b>OTH</b>	Other	<b>OUT</b>	Outline of Coverage
<b>PJK</b>	Policy Jacket	<b>POL</b>	Policy/Contract/Fraternal Certificate
<b>POLA</b>	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	<b>SCH</b>	Schedule Pages

**CERTIFICATE RIDER**  
**<sup>1</sup>[ CLASS 1 - OPTION A ]**  
**LIMITED BENEFIT, PLEASE READ CAREFULLY.**

This Rider is effective <sup>2</sup>[ as of the effective date of the <sup>3</sup>[ Employee's ] Certificate. If this Rider is added to an inforce Certificate, the Rider becomes effective on its issue date. ] This Rider amends the Certificate by the addition of the following:

**Scheduled Contract <sup>3</sup>[ Employee ] Payment Rider**

This Rider covers <sup>3</sup>[ Employee's ] whose work and compensation is governed by a Scheduled Contract Period. What We pay is subject to the terms shown below, and to all the other terms of the Certificate.

**When and How This Rider's Scheduled Contract <sup>3</sup>[ Employee ] Payment Benefit Becomes Payable:** To be eligible for a benefit under this Rider, You must meet all the conditions shown below:

<sup>6</sup>[

- Prior to any claimed Disability, You must be regularly working at least the required minimum number of hours of an <sup>3</sup>[ Employee ] in an eligible class during Your Scheduled Contract Period at:
  - The <sup>4</sup>[ Employer's ] place of business;
  - Some place where the <sup>4</sup>[ Employer's ] business requires You to travel; or
  - Any other place You and the <sup>4</sup>[ Employer ] have agreed upon for the performance of the major duties of Your Own Job; ]
- Your Eligibility must be maintained during a Scheduled Break Period in which You are not contracted to work, meaning You:
  - Continue to meet the conditions of eligibility as outlined above; and
  - Be contracted to return after the Scheduled Break Period; and
- You must meet the definition of Disability and be eligible to receive benefit payments under the Certificate.

**What We Pay:** We pay a Weekly Benefit if:

- You are not regularly compensated during a Scheduled Break Period; and
- You meet the conditions stated above.

The term Insured Earnings, specifically defined within this rider, will be used to determine benefits under the following found in Your Certificate:

- Adjustment of Monthly Benefit For Disability Earnings provision;
- Maximum Allowable Disability Earnings provision;
- The definition of Elimination Period;
- The definition of Gainful Occupation or Gainful Work;
- The definition of Part-time; and
- The definition of Working While Disabled.

You must meet all the other terms and conditions of the Certificate.

**Recurring Disability:** Benefits from the Certificate end if You cease to be Disabled. But, a later Disability may be treated as a Recurring Disability for the purposes of this Rider, if all of the conditions listed below are met:

- You must return to Active Work or contracted to return to Active Work right after Your benefits end;
- If Disability recurs during the Scheduled Break Period, You must be contracted to return to Active Work as of the end of the Scheduled Break period;
- The Disability must recur less than <sup>5</sup>[ two weeks ] after You were last entitled to benefits;
- The later Disability must be due to the same or related cause of Your earlier Disability; <sup>6</sup>[
- The Certificate must not end during Your return to Active Work or when You are contracted to return to Active Work; ]
- You must not become covered under any other similar group income replacement plan during the time You return to Active Work or You are contracted to return to Active Work;
- When You return to Active Work or You are contracted to return to Active Work after being Disabled, You must be covered by the Certificate, and all required premium must be paid; and
- A subsequent Disability will not be considered a Recurring Disability if Your benefits for the prior Disability ended because Your prior Disability had been paid for the Maximum Payment Period.

If the later Disability is a Recurring Disability, You will not need to satisfy a new Elimination Period. The Recurring Disability will be subject to all the terms of the Certificate in effect on the date the earlier Disability began.

If all of the conditions listed above are not met, the later Disability will be treated as a new period of Disability. You will be required to satisfy a new Elimination Period. The new period of Disability will be subject to all the terms of the Certificate in effect on the date the new period of Disability starts.

## Definitions

This section defines certain terms appearing in this Rider. Additional terms, not listed here, are defined in the Certificate.

**Insured Earnings:** For <sup>3</sup>[ Employees ] who are compensated based on a Scheduled Contract Period, this term means Your average rate of weekly earnings for the number of weeks You are regularly compensated, as determined from Your annual contract salary. If You do not have an annual contract salary, Insured Earnings means Your prior calendar year salary divided by the number of weeks You are regularly compensated.

<sup>7</sup>[ Your base weekly salary will include shift differential. ]

The term also includes Your contributions deposited into a:

- Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
- Elective <sup>3</sup>[ Employee ] pre-tax deferrals to a Section 125 plan or flexible spending account.

Earnings based on excluded income and <sup>4</sup>[ Employer ] contributions deposited into such 401(k), 403(b), 457 or similar plan are not included.

The term also does not include:

- Overtime pay;

- Expense accounts;
- Stock options; and
- Any other extra compensation.

We do not include pay for hours worked or billed over 40 per week.

**Recurring Disability:** This term means a later Disability that:

- Is related to an earlier Disability for which the Certificate paid benefits; and
- Meets the conditions described in the Recurring Disability section of this Rider.

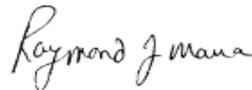
**Scheduled Break Period:** This term means that during the school year, a period of time in which regular classes are not in session. During this period of time there are <sup>3</sup>[ Employees ] who are not scheduled to work or to be compensated.

**Scheduled Contract Period:** This term means a finite period of time covered by the employment contract. The contract may also designate the number of weeks for which You will be compensated for work performed.

This Rider is a part of the Certificate. Except as stated in this Rider, nothing contained in this Rider changes or affects any other terms of the Certificate.

**The Guardian Life Insurance Company of America**

<sup>8</sup>[



Raymond Marra  
Senior Vice President, Group Products and Marketing ]

State: District of Columbia

Filing Company:

The Guardian Life Insurance Company of America

TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term

Product Name: 10512 SCEP Rider

Project Name/Number: 10512 SCEP Rider/10512DC

## Supporting Document Schedules

<b>Satisfied - Item:</b>	Variable Memorandum - STD Riders
<b>Comments:</b>	
<b>Attachment(s):</b>	DC VM STD Riders v3.pdf
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Satisfied - Item:</b>	Portability SCEP Rider and Variable Memorandum
<b>Comments:</b>	
<b>Attachment(s):</b>	PC-R-STD-SCEP-16 gv1.pdf VM Portability STD Riders v2.pdf
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Satisfied - Item:</b>	Redlines
<b>Comments:</b>	
<b>Attachment(s):</b>	GC-R-STD-SCEP-15-DC v2 Redline.pdf DC VM STD Riders v2 Redline.pdf PC-R-STD-SCEP-15 v1 Redline.pdf VM Portability STD Riders v1 Redline.pdf
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Satisfied - Item:</b>	DC Life and Health Insurance Guaranty Association Act
<b>Comments:</b>	
<b>Attachment(s):</b>	GG-011007-DC, Guaranty Association Act.pdf GG011007DC Redline.pdf
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Satisfied - Item:</b>	Certificate of Readability
<b>Comments:</b>	
<b>Attachment(s):</b>	10512DC Certification of Readability.pdf
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Satisfied - Item:</b>	Actuarial Memorandum
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**SERFF Tracking #:**

GARD-130752405

**State Tracking #:**

**Company Tracking #:**

10512DC SCEP

**State:**

District of Columbia

**Filing Company:**

The Guardian Life Insurance Company of America

**TOI/Sub-TOI:**

H11G Group Health - Disability Income/H11G.002 Short Term

**Product Name:**

10512 SCEP Rider

**Project Name/Number:**

10512 SCEP Rider/10512DC

<b>Comments:</b>	
<b>Attachment(s):</b>	Act Mem - SCEP.pdf
<b>Item Status:</b>	
<b>Status Date:</b>	

**The Guardian Life Insurance Company of America**  
**Variable Memorandum**

**GC-R-STD-15-DC**  
**Certificate Rider**

- (1) This text may be included to illustrate the Class and/or Option which is entitled to benefits contained in the Certificate. The numeric/alpha designation shown for class/option is illustrative. The range will be based on the number of classes or options.
- (2) This language may be replaced with a specific effective date. The date would be filled in on a case-by-case basis.
- (3) This term may be replaced with other terms such as, but not limited to, members or union member.
- (4) Illustrative date is shown. This rider will be used to add, replace or delete sections of Certificate as follows:
  - Amendment Effective Date Change
  - Remove coverage/optional Riders
  - Add coverage/optional Riders
  - % Change/% and Benefit Amount Change
  - Class Change

Only those changes expressly reserved in the Variable Memorandum for the Certificate will be made. No language will be included that was not approved in the underlying form.

- (5) The name and title of the Guardian officer may change.

**GC-R-STD-FMLA-15-DC**  
**Critical Care FMLA Benefit Rider**

- (1) This text may be included to illustrate the Class and/or Option which is entitled to benefits contained in the Certificate. The numeric/alpha designation shown for class/option is illustrative. The range will be based on the number of classes or options.
- (2) This language may be replaced with a specific effective date. The date would be filled in on a case-by-case basis.
- (3) This term may be replaced with other terms such as, but not limited to, members or union member.
- (4) Either the text in (4A) or (4B) will be used. The text in (4A) will be used when eligibility is based on employment. The text in (4B) will be used when eligibility is not based on employment.
- (5) This text may vary to include other terms such as, but not limited to, association or a participating employer.
- (6) This item may vary to conform to any changes in the federal Family Medical Leave Act requirements.
- (7) This item may vary. The range of values for this item is from 30 days through 90 days.
- (8) This item may vary. The range of values for this item is from \$100.00 through \$1,500.00.
- (9) This item may vary to reflect a number of days in the work week of from four through seven.
- (10) This word will be deleted if there is no lifetime maximum.
- (11) This item may vary. The range of values for this item is from six weeks through 26 weeks.
- (12) The name and title of the Guardian officer may change.

## **GC-R-STD-IDR-15-DC**

### **Infectious and Contagious Disease Benefit Rider**

- (1) This text may be included to illustrate the Class and/or Option which is entitled to benefits contained in the Certificate. The numeric/alpha designation shown for class/option is illustrative. The range will be based on the number of classes or options.
- (2) This language may be replaced with a specific effective date. The date would be filled in on a case-by-case basis.
- (3) This term may be replaced with other terms such as, but not limited to, members or union member.
- (4) Either the text in (4A) or (4B) will be used. The text in (4A) will be used when disability is based on inability to perform the covered person's own occupation. The text in (4B) will be used when disability is based on inability to perform the covered person's own job.
- (5) This text may vary to include other terms such as, but not limited to, association or a participating employer.
- (6) This item may vary. The range of values for this item is from 20% through 60%.
- (7) This item may vary. The range of values for this item is from 40% through 80%.
- (8) The name and title of the Guardian officer may change.

## **GC-R-STD-PORT-15-DC**

### **Portability Privilege Rider**

- (1) This text may be included to illustrate the Class and/or Option which is entitled to benefits contained in the Certificate. The numeric/alpha designation shown for class/option is illustrative. The range will be based on the number of classes or options.
- (2) This language may be replaced with a specific effective date. The date would be filled in on a case-by-case basis.
- (3) This term may be replaced with other terms such as, but not limited to, members or union member.
- (4) This text may be deleted if there are no requirements for time served under the Policy in order to be eligible for portability.
- (5) This item may vary. The range of values for this item is between one and twenty-four months.
- (6) This text may be deleted if the plan does not include coverage on a part-time basis.
- (7) This item may vary. The range of values for this item is between one and sixty days.
- (8) This item may be deleted if there is no restriction to port based on age.
- (9) This item may vary. The range of values for this item is between 60 and 99.
- (10) This item may be deleted if there are no restrictions on the amount while becoming insured for another Short Term Disability plan when porting coverage under this Policy.
- (11) This item may be deleted if the portability plan includes Waiver of Premium.
- (12) The text in (12A) or (12B) will be used. The text in (12A) will be used when the portability certificate is issued on an attained age basis. The text in (12B) will be used when the portability certificate is issued on an issue age basis.
- (13) The name and title of the Guardian officer may change.

## **GC-R-STD-PCE-15-DC**

### **Prior Compensation Exemption Rider**

- (1) This text may be included to illustrate the Class and/or Option which is entitled to benefits contained in the Certificate. The numeric/alpha designation shown for class/option is illustrative. The range will be based on the number of classes or options.
- (2) This language may be replaced with a specific effective date. The date would be filled in on a case-by-case basis.
- (3) This term may be replaced with other terms such as, but not limited to, members or union member.
- (4) The text in (4A), (4B) or (4C) will be used. The text in (4A) will be used when only commissions are exempt. The text in (4B) will be used when only bonuses are exempt. The text in (4C) will be used when bonuses and commissions are exempt.
- (5) The name and title of the Guardian officer may change.

## **GC-R-STD-PIP-15-DC**

### **Progressive Illness Protection Rider**

- (1) This text may be included to illustrate the Class and/or Option which is entitled to benefits contained in the Certificate. The numeric/alpha designation shown for class/option is illustrative. The range will be based on the number of classes or options.
- (2) This language may be replaced with a specific effective date. The date would be filled in on a case-by-case basis.
- (3) This term may be replaced with other terms such as, but not limited to, members or union member.
- (4) The name and title of the Guardian officer may change.

## **GC-R-STD-QB-15-DC**

### **Quarantine Benefit Rider**

- (1) This text may be included to illustrate the Class and/or Option which is entitled to benefits contained in the Certificate. The numeric/alpha designation shown for class/option is illustrative. The range will be based on the number of classes or options.
- (2) This language may be replaced with a specific effective date. The date would be filled in on a case-by-case basis.
- (3) This term may be replaced with other terms such as, but not limited to, members or union member.
- (4) Either the text in (4A) or (4B) will be used. The text in (4A) will be used when the definition of occupation is based on the covered person's own occupation. The text in (4B) will be used when the definition of occupation is based on the covered person's own job.
- (5) This text may vary to include other terms such as, but not limited to, association or a participating employer.
- (6) Either the text in (6A) or (6B) will be used. The text in (6A) will be used when the plan pays benefits under the Quarantine rider at the same benefit payable under the plan. The text in (6B) will be used when the plan pays benefits under the Quarantine rider based on a flat amount.
- (7) This item may vary. The range of values for this item is from \$50.00 through \$700.00.
- (8) This item may vary to reflect the number of days in the work week from four through seven.
- (9) The name and title of the Guardian officer may change.

## **GC-R-STD-SCEP-16-DC**

### **Scheduled Contract Employee Payment Rider**

- (1) This text may be included to illustrate the Class and/or Option which is entitled to benefits contained in the Certificate. The numeric/alpha designation shown for class/option is illustrative. The range will be based on the number of classes or options.
- (2) This language may be replaced with a specific effective date. The date would be filled in on a case-by-case basis.
- (3) This term may be replaced with other terms such as, but not limited to, members or union member.
- (4) This text may vary to include other terms such as, but not limited to, association or a participating employer.
- (5) This item may vary. The range of values for this item is from two weeks through 3 months.
- (6) This text will be deleted if insurance eligibility is not based on employment.
- (7) This text will be excluded if the base salary is not inclusive of shift differential.
- (8) The name and title of the Guardian officer may change.

## **GC-R-STD-SUR-15-DC**

### **Survivor Benefit Rider**

- (1) This text may be included to illustrate the Class and/or Option which is entitled to benefits contained in the Certificate. The numeric/alpha designation shown for class/option is illustrative. The range will be based on the number of classes or options.
- (2) This language may be replaced with a specific effective date. The date would be filled in on a case-by-case basis.
- (3) This term may be replaced with other terms such as, but not limited to, members or union member.
- (4) Either the text in (4A) or (4B) will be used. The text in (4A) will be used when a survivor benefit is payable to the covered person's estate if there is no eligible survivor. The text in (4B) will be used when no survivor benefit is payable if the covered person does not have an eligible survivor.
- (5) This item may vary. The range of values for this item is from four weeks through 12 weeks.
- (6) This text will be deleted if unmarried is not a requirement.
- (7) This item may vary. The range of values for this item is from 20 through 26.
- (8) This entire bullet will be deleted if there is only one age requirement.
- (9) This text will be deleted if student status is not a requirement.
- (10) This item may vary. The range of values for this item is from one times through 24 times.
- (11) This text will be deleted when the survivor benefit is based on the amount of the weekly benefit before reduction for other income.
- (12) This text will be deleted when the survivor benefit is not reduced by disability earnings.
- (13) The name and title of the Guardian officer may change.

## **GC-R-STD-SIB-15-DC**

### **Specified Injury Benefit Rider**

- (1) This text may be included to illustrate the Class and/or Option which is entitled to benefits contained in the Certificate. The numeric/alpha designation shown for class/option is illustrative. The range will be based on the number of classes or options.
- (2) This language may be replaced with a specific effective date. The date would be filled in on a case-by-case basis.
- (3) This term may be replaced with other terms such as, but not limited to, members or union member.
- (4) This item may vary. The range of values for this item is from 30 days to 360 days.
- (5) Either the text in (5A) or (5B) will be used. The text in (5A) will be used when the weekly payment for Presumptive Disability is reduced by income from other sources. The text in (5B) will be used when the weekly payment for Presumptive Disability is not reduced by income from other sources.
- (6) The text will be included if the Presumptive Disability is paid out in a lump sum.
- (7) This text will be deleted if the Presumptive Disability is paid out in a lump sum.
- (8) This item may vary. The range of values for this item is from 1 week to 26 weeks.
- (9) The name and title of the Guardian officer may change.

## PORTABLE CERTIFICATE RIDER

Effective on the effective date of the Portable Short Term Disability Income Coverage Certificate, this Rider amends this Certificate by the addition of the following:

### Scheduled Contract <sup>1</sup>[ Employee ] Payment Rider

This Rider covers <sup>1</sup>[ Employees ] whose work and compensation is governed by a Scheduled Contract Period. What We pay is subject to the terms shown below, and to all the other terms of the Portable Certificate.

#### When and How This Rider's Scheduled Contract <sup>1</sup>[ Employee ] Payment Benefit Becomes

**Payable:** To be eligible for a benefit under this Rider, You must meet all the conditions shown below:

<sup>4</sup>[

- Prior to any claimed Disability, You must be regularly working at least the required minimum number of hours of an <sup>1</sup>[ Employee ] in an eligible class during Your Scheduled Contract Period at:
  - The <sup>2</sup>[ Employer's ] place of business;
  - Some place where the <sup>2</sup>[ Employer's ] business requires You to travel; or
  - Any other place You and the <sup>2</sup>[ Employer ] have agreed upon for the performance of the major duties of Your Own Job; ]
- Your Eligibility must be maintained during a Scheduled Break Period in which You are not contracted to work, meaning You:
  - Continue to meet the conditions of eligibility as outlined above; and
  - Be contracted to return after the Scheduled Break Period; and
- You must meet the definition of Disability and be eligible to receive benefit payments under the Portable Certificate.

**What We Pay:** We pay a Weekly Benefit if:

- You are not regularly compensated during a Scheduled Break Period; and
- You meet the conditions stated above.

The term Insured Earnings, specifically defined within this rider, will be used to determine benefits under the following found in Your Certificate:

- Adjustment of Monthly Benefit For Disability Earnings provision;
- Maximum Allowable Disability Earnings provision;
- The definition of Elimination Period;
- The definition of Gainful Occupation or Gainful Work;
- The definition of Part-time; and
- The definition of Working While Disabled.

You must also meet all the other terms and conditions of the Portable Certificate.

**Recurring Disability:** Benefits from the Portable Certificate end if You cease to be Disabled. But, a later Disability may be treated as a Recurring Disability for the purposes of this Rider, if all of the conditions listed below are met:

- You must return to Active Work or contracted to return to Active Work right after Your benefits end;
- If Disability recurs during the Scheduled Break Period, You must be contracted to return to Active Work as of the end of the Scheduled Break period;
- The Disability must recur less than <sup>3</sup>[ two weeks ] after You were last entitled to benefits;
- The later Disability must be due to the same or related cause of Your earlier Disability; <sup>4</sup>[
- The Portable Certificate must not end during Your return to Active Work or when You are contracted to return to Active Work; ]
- You must not become covered under any other similar group income replacement plan during the time You return to Active Work or You are contracted to return to Active Work;
- When You return to Active Work or You are contracted to return to Active Work after being Disabled, You must be covered by the Portable Certificate, and all required premium must be paid; and
- A subsequent Disability will not be considered a Recurring Disability if Your benefits for the prior Disability ended because Your prior Disability had been paid for the Maximum Payment Period.

If the later Disability is a Recurring Disability, You will not need to satisfy a new Elimination Period. The Recurring Disability will be subject to all the terms of the Portable Certificate in effect on the date the earlier Disability began.

If all of the conditions listed above are not met, the later Disability will be treated as a new period of Disability. You will be required to satisfy a new Elimination Period. The new period of Disability will be subject to all the terms of the Portable Certificate in effect on the date the new period of Disability starts.

## Definitions

This section defines certain terms appearing in this Rider. Additional terms, not listed here, are defined in the Portable Certificate.

**Insured Earnings:** For <sup>1</sup>[ Employees ] who are compensated based on a Scheduled Contract Period, this term means Your average rate of weekly earnings for the number of weeks You are regularly compensated, as determined from Your annual contract salary. If You do not have an annual contract salary, Insured Earnings means Your prior calendar year salary divided by the number of weeks You are regularly compensated.

<sup>5</sup>[ Your base weekly salary will include shift differential. ]

The term also includes Your contributions deposited into a:

- Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
- Elective <sup>1</sup>[ Employee ] pre-tax deferrals to a Section 125 plan or flexible spending account.

Earnings based on excluded income and <sup>2</sup>[ Employer ] contributions deposited into such 401(k), 403(b), 457 or similar plan are not included.

The term also does not include:

- Overtime pay;
- Expense accounts;
- Stock options; and

- Any other extra compensation.

We do not include pay for hours worked or billed over 40 per week.

**Recurring Disability:** This term means a later Disability that:

- Is related to an earlier Disability for which the Portable Certificate paid benefits; and
- Meets the conditions described in the Recurring Disability section of this Rider.

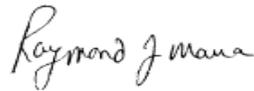
**Scheduled Break Period:** This term means that during the school year, a period of time in which regular classes are not in session. During this period of time there are <sup>1</sup> [ Employees ] who are not scheduled to work or to be compensated.

**Scheduled Contract Period:** This term means a finite period of time covered by the employment contract. The contract may also designate the number of weeks for which You will be compensated for work performed.

This Rider is a part of the Portable Certificate. Except as stated in this Rider, nothing contained in this Rider changes or affects any other terms of the Portable Certificate.

**The Guardian Life Insurance Company of America**

<sup>6</sup> [



Raymond Marra  
Senior Vice President, Group Products and Marketing ]

**The Guardian Life Insurance Company of America**  
**Variable Memorandum**

**GROUP SHORT TERM DISABILITY INCOME COVERAGE**

**PC-R-STD-IDR-15**

**Infectious and Contagious Disease Benefit Rider**

- (1) Either the text in (1A) or (1B) will be used. The text in (1A) will be used when disability is based on inability to perform the covered person's own occupation. The text in (1B) will be used when disability is based on inability to perform the covered person's own job.
- (2) This text may vary to include other terms such as, but not limited to, association or a participating employer.
- (3) This item may vary. The range of values for this item is from 20% through 60%.
- (4) This item may vary. The range of values for this item is from 40% through 80%.
- (5) The name and title of the Guardian officer may change.

**PC-R-STD-PCE-15**

**Prior Compensation Exemption Rider**

- (1) The text in (1A), (1B) or (1C) will be used. The text in (1A) will be used when only commissions are exempt. The text in (1B) will be used when only bonuses are exempt. The text in (1C) will be used when bonuses and commissions are exempt.
- (2) The name and title of the Guardian officer may change.

**PC-R-STD-PIP-15**

**Progressive Illness Protection Rider**

- (1) The name and title of the Guardian officer may change.

**PC-R-STD-QB-15**

**Quarantine Benefit Rider**

- (1) Either the text in (1A) or (1B) will be used. The text in (1A) will be used when the definition of occupation is based on the covered person's own occupation. The text in (1B) will be used when the definition of occupation is based on the covered person's own job.
- (2) This text may vary to include other terms such as, but not limited to, association or a participating employer.
- (3) Either the text in (3A) or (3B) will be used. The text in (3A) will be used when the plan pays benefits under the Quarantine rider at the same benefit payable under the plan. The text in (3B) will be used when the plan pays benefits under the Quarantine rider based on a flat amount.
- (4) This item may vary. The range of values for this item is from \$50.00 through \$700.00.
- (5) This item may vary to reflect the number of days in the work week from four through seven.
- (6) The name and title of the Guardian officer may change.

## **PC-R-STD-SCEP-16**

### **Scheduled Contract Employee Payment Rider**

- (1) This term may be replaced with other terms such as, but not limited to, members or union member.
- (2) This text may vary to include other terms such as, but not limited to, association or a participating employer.
- (3) This item may vary. The range of values for this item is from two weeks through 3 months.
- (4) This text will be deleted if insurance eligibility is not based on employment.
- (5) This text will be excluded if the base salary is not inclusive of shift differential.
- (6) The name and title of the Guardian officer may change.

## **PC-R-STD-SUR-15**

### **Survivor Benefit Rider**

- (1) Either the text in (1A) or (1B) will be used. The text in (1A) will be used when a survivor benefit is payable to the covered person's estate if there is no eligible survivor. The text in (1B) will be used when no survivor benefit is payable if the covered person does not have an eligible survivor.
- (2) This item may vary. The range of values for this item is from four weeks through 12 weeks.
- (3) This text will be deleted if unmarried is not a requirement.
- (4) This item may vary. The range of values for this item is from 20 through 26.
- (5) This entire bullet will be deleted if there is only one age requirement.
- (6) This text will be deleted if student status is not a requirement.
- (7) This item may vary. The range of values for this item is from one times through 24 times.
- (8) This text will be deleted when the survivor benefit is based on the amount of the weekly benefit before reduction for other income.
- (9) This text will be deleted when the survivor benefit is not reduced by disability earnings.
- (10) The name and title of the Guardian officer may change.

## **PC-R-STD-SIB-15**

### **Specified Injury Benefit Rider**

- (1) This item may vary. The range of values for this item is from 30 days to 360 days.
- (2) Either the text in (2A) or (2B) will be used. The text in (2A) will be used when the weekly payment for Presumptive Disability is reduced by income from other sources. The text in (2B) will be used when the weekly payment for Presumptive Disability is not reduced by income from other sources.
- (3) The text will be included if the Presumptive Disability is paid out in a lump sum.
- (4) This text will be deleted if the Presumptive Disability is paid out in a lump sum.
- (5) This item may vary. The range of values for this item is from 1 week to 26 weeks.
- (6) The name and title of the Guardian officer may change.

**CERTIFICATE RIDER**  
**<sup>1</sup>[ CLASS 1 - OPTION A ]**  
**LIMITED BENEFIT, PLEASE READ CAREFULLY.**

This Rider is effective <sup>2</sup>[ as of the effective date of the <sup>3</sup>[ Employee's ] Certificate. If this Rider is added to an inforce Certificate, the Rider becomes effective on its issue date. ] This Rider amends the Certificate by the addition of the following:

**Scheduled Contract <sup>3</sup>[ Employee ] Payment Rider**

This Rider covers <sup>3</sup>[ Employee's ] whose work and compensation is governed by a Scheduled Contract Period. ~~We pay benefits based on Insured Earnings as determined by Your Scheduled Contract Period. When compensation is not regularly paid per Your contract, We will pay a Minimum Payment, if applicable, during the Scheduled Break Period.~~ What We pay is subject to the terms shown below, and to all the other terms of the Certificate.

**When and How This Rider's Scheduled Contract <sup>3</sup>[ Employee ] Payment Rider Benefit Becomes Payable:** To be eligible for a benefit under this Rider, You must meet all the conditions shown below:

<sup>6</sup>[

- Prior to any claimed Disability, You must be regularly working at least the required minimum number of hours of an <sup>3</sup>[ Employee ] in an eligible class during Your Scheduled Contract Period at:
  - The <sup>4</sup>[ Employer's ] place of business;
  - Some place where the <sup>4</sup>[ Employer's ] business requires You to travel; or
  - Any other place You and the <sup>4</sup>[ Employer ] have agreed upon for the performance of the major duties of Your Own Job; ]
- Your Eligibility must be maintained during a Scheduled Break Period in which You are not contracted to work, meaning You:
  - Continue to meet the conditions of eligibility as outlined above; and
  - Be contracted to return after the Scheduled Break Period; and
- You must meet the definition of Disability and be eligible to receive benefit payments under the Certificate.

**What We Pay:** We pay a Weekly Benefit if:

- You are not regularly compensated during a Scheduled Break Period; and
- You meet the conditions stated above.

The term Insured Earnings, specifically defined within this rider, will be used to determine benefits under the following found in Your Certificate:

- Adjustment of Monthly Benefit For Disability Earnings provision;
- Maximum Allowable Disability Earnings provision;
- The definition of Elimination Period;
- The definition of Gainful Occupation or Gainful Work;
- The definition of Part-time; and

- The definition of Working While Disabled.

~~The Weekly Benefit payable during a Scheduled Break Period will be the Minimum Payment, if applicable, as shown in the Certificate. At the end of the Scheduled Break Period, benefits will return to the Weekly Benefit otherwise payable as shown in the Certificate. You must remain continuously Disabled during the Scheduled Break Period. You must also meet all the other terms and conditions of the Certificate.~~

~~All provisions in the Certificate that refer to Insured Earnings will use the definition of Insured Earnings as defined in this Rider.~~

**Recurring Disability:** Benefits from the Certificate end if You cease to be Disabled. But, a later Disability may be treated as a Recurring Disability for the purposes of this Rider, if all of the conditions listed below are met:

- You must return to Active Work or contracted to return to Active Work right after Your benefits end;
- If Disability recurs during the Scheduled Break Period, You must be contracted to return to Active Work as of the end of the Scheduled Break period;
- The Disability must recur less than <sup>5</sup>[ two weeks ] after You were last entitled to benefits;
- The later Disability must be due to the same or related cause of Your earlier Disability; <sup>6</sup>[
- The Certificate must not end during Your return to Active Work or when You are contracted to return to Active Work; ]
- You must not become covered under any other similar group income replacement plan during the time You return to Active Work or You are contracted to return to Active Work;
- When You return to Active Work or You are contracted to return to Active Work after being Disabled, You must be covered by the Certificate, and all required premium must be paid; and
- A subsequent Disability will not be considered a Recurring Disability if Your benefits for the prior Disability ended because Your prior Disability had been paid for the Maximum Payment Period.

If the later Disability is a Recurring Disability, You will not need to satisfy a new Elimination Period. The Recurring Disability will be subject to all the terms of the Certificate in effect on the date the earlier Disability began.

If all of the conditions listed above are not met, the later Disability will be treated as a new period of Disability. You will be required to satisfy a new Elimination Period. The new period of Disability will be subject to all the terms of the Certificate in effect on the date the new period of Disability starts.

~~**Survivor Benefit:** If the Survivor Benefit rider is included, the benefit payable under the Survivor Benefit will be the Weekly Benefit payable for a period other than the Scheduled Break Period. All other terms and conditions of the Survivor Benefit rider will apply.~~

## Definitions

This section defines certain terms appearing in this Rider. Additional terms, not listed here, are defined in the Certificate.

**Insured Earnings:** For <sup>3</sup>[ Employees ] ~~Who who Are are Compensated compensated Based based~~ on a Scheduled Contract Period; ~~This this~~ term means Your average rate of weekly earnings for the number of weeks You are regularly compensated, as determined from Your annual contract salary. If You do not have an annual contract salary, Insured Earnings means Your prior calendar year salary divided by the number of weeks You are regularly compensated.

<sup>7</sup>[ Your base weekly salary will include shift differential. ]

The term also includes Your contributions deposited into a:

- Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
- Elective <sup>3</sup>[ Employee ] pre-tax deferrals to a Section 125 plan or flexible spending account.

Earnings based on excluded income and <sup>4</sup>[ Employer ] contributions deposited into such 401(k), 403(b), 457 or similar plan are not included.

The term also does not include:

- Overtime pay;
- Expense accounts;
- Stock options; and
- Any other extra compensation.

We do not include pay for hours worked or billed over 40 per week.

**Recurring Disability:** This term means a later Disability that:

- Is related to an earlier Disability for which ~~this-the~~ Certificate paid benefits; and
- Meets the conditions described in the Recurring Disability section of this Rider.

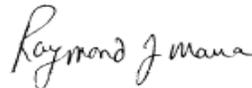
**Scheduled Break Period:** This term means that during the school year, a period of time in which regular classes are not in session. During this period of time there are <sup>3</sup>[ Employees ] who are not scheduled to work or to be compensated.

**Scheduled Contract Period:** This term means a finite period of time covered by the employment contract. The contract may also designate the number of weeks for which You will be compensated for work performed.

This Rider is a part of the Certificate. Except as stated in this Rider, nothing contained in this Rider changes or affects any other terms of the Certificate.

**The Guardian Life Insurance Company of America**

<sup>8</sup>[



Raymond Marra  
Senior Vice President, Group Products and Marketing ]

**The Guardian Life Insurance Company of America**  
**Variable Memorandum**

**GC-R-STD-15-DC**  
**Certificate Rider**

- (1) This text may be included to illustrate the Class and/or Option which is entitled to benefits contained in the Certificate. The numeric/alpha designation shown for class/option is illustrative. The range will be based on the number of classes or options.
- (2) This language may be replaced with a specific effective date. The date would be filled in on a case-by-case basis.
- (3) This term may be replaced with other terms such as, but not limited to, members or union member.
- (4) Illustrative date is shown. This rider will be used to add, replace or delete sections of Certificate as follows:
  - Amendment Effective Date Change
  - Remove coverage/optional Riders
  - Add coverage/optional Riders
  - % Change/% and Benefit Amount Change
  - Class Change

Only those changes expressly reserved in the Variable Memorandum for the Certificate will be made. No language will be included that was not approved in the underlying form.

- (5) The name and title of the Guardian officer may change.

**GC-R-STD-FMLA-15-DC**  
**Critical Care FMLA Benefit Rider**

- (1) This text may be included to illustrate the Class and/or Option which is entitled to benefits contained in the Certificate. The numeric/alpha designation shown for class/option is illustrative. The range will be based on the number of classes or options.
- (2) This language may be replaced with a specific effective date. The date would be filled in on a case-by-case basis.
- (3) This term may be replaced with other terms such as, but not limited to, members or union member.
- (4) Either the text in (4A) or (4B) will be used. The text in (4A) will be used when eligibility is based on employment. The text in (4B) will be used when eligibility is not based on employment.
- (5) This text may vary to include other terms such as, but not limited to, association or a participating employer.
- (6) This item may vary to conform to any changes in the federal Family Medical Leave Act requirements.
- (7) This item may vary. The range of values for this item is from 30 days through 90 days.
- (8) This item may vary. The range of values for this item is from \$100.00 through \$1,500.00.
- (9) This item may vary to reflect a number of days in the work week of from four through seven.
- (10) This word will be deleted if there is no lifetime maximum.
- (11) This item may vary. The range of values for this item is from six weeks through 26 weeks.
- (12) The name and title of the Guardian officer may change.

## **GC-R-STD-IDR-15-DC**

### **Infectious and Contagious Disease Benefit Rider**

- (1) This text may be included to illustrate the Class and/or Option which is entitled to benefits contained in the Certificate. The numeric/alpha designation shown for class/option is illustrative. The range will be based on the number of classes or options.
- (2) This language may be replaced with a specific effective date. The date would be filled in on a case-by-case basis.
- (3) This term may be replaced with other terms such as, but not limited to, members or union member.
- (4) Either the text in (4A) or (4B) will be used. The text in (4A) will be used when disability is based on inability to perform the covered person's own occupation. The text in (4B) will be used when disability is based on inability to perform the covered person's own job.
- (5) This text may vary to include other terms such as, but not limited to, association or a participating employer.
- (6) This item may vary. The range of values for this item is from 20% through 60%.
- (7) This item may vary. The range of values for this item is from 40% through 80%.
- (8) The name and title of the Guardian officer may change.

## **GC-R-STD-PORT-15-DC**

### **Portability Privilege Rider**

- (1) This text may be included to illustrate the Class and/or Option which is entitled to benefits contained in the Certificate. The numeric/alpha designation shown for class/option is illustrative. The range will be based on the number of classes or options.
- (2) This language may be replaced with a specific effective date. The date would be filled in on a case-by-case basis.
- (3) This term may be replaced with other terms such as, but not limited to, members or union member.
- (4) This text may be deleted if there are no requirements for time served under the Policy in order to be eligible for portability.
- (5) This item may vary. The range of values for this item is between one and twenty-four months.
- (6) This text may be deleted if the plan does not include coverage on a part-time basis.
- (7) This item may vary. The range of values for this item is between one and sixty days.
- (8) This item may be deleted if there is no restriction to port based on age.
- (9) This item may vary. The range of values for this item is between 60 and 99.
- (10) This item may be deleted if there are no restrictions on the amount while becoming insured for another Short Term Disability plan when porting coverage under this Policy.
- (11) This item may be deleted if the portability plan includes Waiver of Premium.
- (12) The text in (12A) or (12B) will be used. The text in (12A) will be used when the portability certificate is issued on an attained age basis. The text in (12B) will be used when the portability certificate is issued on an issue age basis.
- (13) The name and title of the Guardian officer may change.

## **GC-R-STD-PCE-15-DC**

### **Prior Compensation Exemption Rider**

- (1) This text may be included to illustrate the Class and/or Option which is entitled to benefits contained in the Certificate. The numeric/alpha designation shown for class/option is illustrative. The range will be based on the number of classes or options.
- (2) This language may be replaced with a specific effective date. The date would be filled in on a case-by-case basis.
- (3) This term may be replaced with other terms such as, but not limited to, members or union member.
- (4) The text in (4A), (4B) or (4C) will be used. The text in (4A) will be used when only commissions are exempt. The text in (4B) will be used when only bonuses are exempt. The text in (4C) will be used when bonuses and commissions are exempt.
- (5) The name and title of the Guardian officer may change.

## **GC-R-STD-PIP-15-DC**

### **Progressive Illness Protection Rider**

- (1) This text may be included to illustrate the Class and/or Option which is entitled to benefits contained in the Certificate. The numeric/alpha designation shown for class/option is illustrative. The range will be based on the number of classes or options.
- (2) This language may be replaced with a specific effective date. The date would be filled in on a case-by-case basis.
- (3) This term may be replaced with other terms such as, but not limited to, members or union member.
- (4) The name and title of the Guardian officer may change.

## **GC-R-STD-QB-15-DC**

### **Quarantine Benefit Rider**

- (1) This text may be included to illustrate the Class and/or Option which is entitled to benefits contained in the Certificate. The numeric/alpha designation shown for class/option is illustrative. The range will be based on the number of classes or options.
- (2) This language may be replaced with a specific effective date. The date would be filled in on a case-by-case basis.
- (3) This term may be replaced with other terms such as, but not limited to, members or union member.
- (4) Either the text in (4A) or (4B) will be used. The text in (4A) will be used when the definition of occupation is based on the covered person's own occupation. The text in (4B) will be used when the definition of occupation is based on the covered person's own job.
- (5) This text may vary to include other terms such as, but not limited to, association or a participating employer.
- (6) Either the text in (6A) or (6B) will be used. The text in (6A) will be used when the plan pays benefits under the Quarantine rider at the same benefit payable under the plan. The text in (6B) will be used when the plan pays benefits under the Quarantine rider based on a flat amount.
- (7) This item may vary. The range of values for this item is from \$50.00 through \$700.00.
- (8) This item may vary to reflect the number of days in the work week from four through seven.
- (9) The name and title of the Guardian officer may change.

## **GC-R-STD-SCEP-165-DC**

### **Scheduled Contract Employee Payment Rider**

- (1) This text may be included to illustrate the Class and/or Option which is entitled to benefits contained in the Certificate. The numeric/alpha designation shown for class/option is illustrative. The range will be based on the number of classes or options.
- (2) This language may be replaced with a specific effective date. The date would be filled in on a case-by-case basis.
- (3) This term may be replaced with other terms such as, but not limited to, members or union member.
- (4) This text may vary to include other terms such as, but not limited to, association or a participating employer.
- (5) This item may vary. The range of values for this item is from two weeks through 3 months.
- (6) This text will be deleted if insurance eligibility is not based on employment.
- (7) This text will be excluded if the base salary is not inclusive of shift differential.
- (8) The name and title of the Guardian officer may change.

## **GC-R-STD-SUR-15-DC**

### **Survivor Benefit Rider**

- (1) This text may be included to illustrate the Class and/or Option which is entitled to benefits contained in the Certificate. The numeric/alpha designation shown for class/option is illustrative. The range will be based on the number of classes or options.
- (2) This language may be replaced with a specific effective date. The date would be filled in on a case-by-case basis.
- (3) This term may be replaced with other terms such as, but not limited to, members or union member.
- (4) Either the text in (4A) or (4B) will be used. The text in (4A) will be used when a survivor benefit is payable to the covered person's estate if there is no eligible survivor. The text in (4B) will be used when no survivor benefit is payable if the covered person does not have an eligible survivor.
- (5) This item may vary. The range of values for this item is from four weeks through 12 weeks.
- (6) This text will be deleted if unmarried is not a requirement.
- (7) This item may vary. The range of values for this item is from 20 through 26.
- (8) This entire bullet will be deleted if there is only one age requirement.
- (9) This text will be deleted if student status is not a requirement.
- (10) This item may vary. The range of values for this item is from one times through 24 times.
- (11) This text will be deleted when the survivor benefit is based on the amount of the weekly benefit before reduction for other income.
- (12) This text will be deleted when the survivor benefit is not reduced by disability earnings.
- (13) The name and title of the Guardian officer may change.

## **GC-R-STD-SIB-15-DC**

### **Specified Injury Benefit Rider**

- (1) This text may be included to illustrate the Class and/or Option which is entitled to benefits contained in the Certificate. The numeric/alpha designation shown for class/option is illustrative. The range will be based on the number of classes or options.
- (2) This language may be replaced with a specific effective date. The date would be filled in on a case-by-case basis.
- (3) This term may be replaced with other terms such as, but not limited to, members or union member.
- (4) This item may vary. The range of values for this item is from 30 days to 360 days.
- (5) Either the text in (5A) or (5B) will be used. The text in (5A) will be used when the weekly payment for Presumptive Disability is reduced by income from other sources. The text in (5B) will be used when the weekly payment for Presumptive Disability is not reduced by income from other sources.
- (6) The text will be included if the Presumptive Disability is paid out in a lump sum.
- (7) This text will be deleted if the Presumptive Disability is paid out in a lump sum.
- (8) This item may vary. The range of values for this item is from 1 week to 26 weeks.
- (9) The name and title of the Guardian officer may change.

## PORTABLE CERTIFICATE RIDER

Effective on the effective date of the Portable Short Term Disability Income Coverage Certificate, this Rider amends this Certificate by the addition of the following:

### Scheduled Contract <sup>1</sup>[ Employee ] Payment Rider

This Rider covers <sup>1</sup>[ Employees ] whose work and compensation is governed by a Scheduled Contract Period. ~~We pay benefits based on Insured Earnings as determined by Your Scheduled Contract Period. When compensation is not regularly paid per Your contract, We will pay a Minimum Payment, if applicable, during the Scheduled Break Period.~~ What We pay is subject to the terms shown below, and to all the other terms of the Portable Certificate.

**When and How This Rider's Scheduled Contract <sup>1</sup>[ Employee ] Payment Rider Benefit Becomes Payable:** To be eligible for a benefit under this Rider, You must meet all the conditions shown below:

<sup>4</sup>[

- Prior to any claimed Disability, You must be regularly working at least the required minimum number of hours of an <sup>1</sup>[ Employee ] in an eligible class during Your Scheduled Contract Period at:
  - The <sup>2</sup>[ Employer's ] place of business;
  - Some place where the <sup>2</sup>[ Employer's ] business requires You to travel; or
  - Any other place You and the <sup>2</sup>[ Employer ] have agreed upon for the performance of the major duties of Your Own Job; ]
- Your Eligibility must be maintained during a Scheduled Break Period in which You are not contracted to work, meaning You:
  - Continue to meet the conditions of eligibility as outlined above; and
  - Be contracted to return after the Scheduled Break Period; and
- You must meet the definition of Disability and be eligible to receive benefit payments under the Portable Certificate.

**What We Pay:** We pay a Weekly Benefit if:

~~(1)~~• You are not regularly compensated during a Scheduled Break Period; and

~~(2)~~• You meet the conditions stated above.

The term Insured Earnings, specifically defined within this rider, will be used to determine benefits under the following found in Your Certificate:

- Adjustment of Monthly Benefit For Disability Earnings provision;
- Maximum Allowable Disability Earnings provision;
- The definition of Elimination Period;
- The definition of Gainful Occupation or Gainful Work;
- The definition of Part-time; and
- The definition of Working While Disabled.~~The Weekly Benefit payable during a Scheduled Break Period will be the Minimum Payment, if applicable, as shown in the Portable Certificate. At the end of the Scheduled Break Period, benefits will return to the Weekly Benefit otherwise payable~~

~~as shown in the Portable Certificate. You must remain continuously Disabled during the Scheduled Break Period.~~

You must also meet all the other terms and conditions of the Portable Certificate.

~~All provisions in the Certificate that refer to Insured Earnings will use the definition of Insured Earnings as defined in this Rider.~~

**Recurring Disability:** Benefits from the Portable Certificate end if You cease to be Disabled. But, a later Disability may be treated as a Recurring Disability for the purposes of this Rider, if all of the conditions listed below are met:

- You must return to Active Work or contracted to return to Active Work right after Your benefits end;
- If Disability recurs during the Scheduled Break Period, You must be contracted to return to Active Work as of the end of the Scheduled Break period;
- The Disability must recur less than <sup>3</sup>[ two weeks ] after You were last entitled to benefits;
- The later Disability must be due to the same or related cause of Your earlier Disability; <sup>4</sup>[
- The Portable Certificate must not end during Your return to Active Work or when You are contracted to return to Active Work; ]
- You must not become covered under any other similar group income replacement plan during the time You return to Active Work or You are contracted to return to Active Work;
- When You return to Active Work or You are contracted to return to Active Work after being Disabled, You must be covered by the Portable Certificate, and all required premium must be paid; and
- A subsequent Disability will not be considered a Recurring Disability if Your benefits for the prior Disability ended because Your prior Disability had been paid for the Maximum Payment Period.

If the later Disability is a Recurring Disability, You will not need to satisfy a new Elimination Period. The Recurring Disability will be subject to all the terms of the Portable Certificate in effect on the date the earlier Disability began.

If all of the conditions listed above are not met, the later Disability will be treated as a new period of Disability. You will be required to satisfy a new Elimination Period. The new period of Disability will be subject to all the terms of the Portable Certificate in effect on the date the new period of Disability starts.

~~**Survivor Benefit:** If the Survivor Benefit rider is included, the benefit payable under the Survivor Benefit will be the Weekly Benefit payable for a period other than the Scheduled Break Period. All other terms and conditions of the Survivor Benefit rider will apply.~~

## Definitions

This section defines certain terms appearing in this Rider. Additional terms, not listed here, are defined in the Portable Certificate.

**Insured Earnings:** ~~For For~~ <sup>1</sup>[ Employees ] ~~Who who Are are Compensated compensated Based based~~ on a Scheduled Contract Period; ~~This this~~ term means Your average rate of weekly earnings for the number of weeks You are regularly compensated, as determined from Your annual contract salary. If You do not have an annual contract salary, Insured Earnings means Your prior calendar year salary divided by the number of weeks You are regularly compensated.

<sup>5</sup>[ Your base weekly salary will include shift differential. ]

The term also includes Your contributions deposited into a:

- Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
- Elective <sup>1</sup>[ Employee ] pre-tax deferrals to a Section 125 plan or flexible spending account.

Earnings based on excluded income and <sup>2</sup>[ Employer ] contributions deposited into such 401(k), 403(b), 457 or similar plan are not included.

The term also does not include:

- Overtime pay;
- Expense accounts;
- Stock options; and
- Any other extra compensation.

We do not include pay for hours worked or billed over 40 per week.

**Recurring Disability:** This term means a later Disability that:

- Is related to an earlier Disability for which ~~this the~~ Portable Certificate paid benefits; and
- Meets the conditions described in the Recurring Disability section of this Rider.

**Scheduled Break Period:** This term means that during the school year, a period of time in which regular classes are not in session. During this period of time there are <sup>1</sup>[ Employees ] who are not scheduled to work or to be compensated.

**Scheduled Contract Period:** This term means a finite period of time covered by the employment contract. The contract may also designate the number of weeks for which You will be compensated for work performed.

This Rider is a part of the Portable Certificate. Except as stated in this Rider, nothing contained in this Rider changes or affects any other terms of the Portable Certificate.

**The Guardian Life Insurance Company of America**

<sup>6</sup>[



Raymond Marra  
Senior Vice President, Group Products and Marketing ]

**The Guardian Life Insurance Company of America**  
**Variable Memorandum**

**GROUP SHORT TERM DISABILITY INCOME COVERAGE**

**PC-R-STD-IDR-15**

**Infectious and Contagious Disease Benefit Rider**

- (1) Either the text in (1A) or (1B) will be used. The text in (1A) will be used when disability is based on inability to perform the covered person's own occupation. The text in (1B) will be used when disability is based on inability to perform the covered person's own job.
- (2) This text may vary to include other terms such as, but not limited to, association or a participating employer.
- (3) This item may vary. The range of values for this item is from 20% through 60%.
- (4) This item may vary. The range of values for this item is from 40% through 80%.
- (5) The name and title of the Guardian officer may change.

**PC-R-STD-PCE-15**

**Prior Compensation Exemption Rider**

- (1) The text in (1A), (1B) or (1C) will be used. The text in (1A) will be used when only commissions are exempt. The text in (1B) will be used when only bonuses are exempt. The text in (1C) will be used when bonuses and commissions are exempt.
- (2) The name and title of the Guardian officer may change.

**PC-R-STD-PIP-15**

**Progressive Illness Protection Rider**

- (1) The name and title of the Guardian officer may change.

**PC-R-STD-QB-15**

**Quarantine Benefit Rider**

- (1) Either the text in (1A) or (1B) will be used. The text in (1A) will be used when the definition of occupation is based on the covered person's own occupation. The text in (1B) will be used when the definition of occupation is based on the covered person's own job.
- (2) This text may vary to include other terms such as, but not limited to, association or a participating employer.
- (3) Either the text in (3A) or (3B) will be used. The text in (3A) will be used when the plan pays benefits under the Quarantine rider at the same benefit payable under the plan. The text in (3B) will be used when the plan pays benefits under the Quarantine rider based on a flat amount.
- (4) This item may vary. The range of values for this item is from \$50.00 through \$700.00.
- (5) This item may vary to reflect the number of days in the work week from four through seven.
- (6) The name and title of the Guardian officer may change.

## **PC-R-STD-SCEP-1516**

### **Scheduled Contract Employee Payment Rider**

- (1) This term may be replaced with other terms such as, but not limited to, members or union member.
- (2) This text may vary to include other terms such as, but not limited to, association or a participating employer.
- (3) This item may vary. The range of values for this item is from two weeks through 3 months.
- (4) This text will be deleted if insurance eligibility is not based on employment.
- (5) This text will be excluded if the base salary is not inclusive of shift differential.
- (6) The name and title of the Guardian officer may change.

## **PC-R-STD-SUR-15**

### **Survivor Benefit Rider**

- (1) Either the text in (1A) or (1B) will be used. The text in (1A) will be used when a survivor benefit is payable to the covered person's estate if there is no eligible survivor. The text in (1B) will be used when no survivor benefit is payable if the covered person does not have an eligible survivor.
- (2) This item may vary. The range of values for this item is from four weeks through 12 weeks.
- (3) This text will be deleted if unmarried is not a requirement.
- (4) This item may vary. The range of values for this item is from 20 through 26.
- (5) This entire bullet will be deleted if there is only one age requirement.
- (6) This text will be deleted if student status is not a requirement.
- (7) This item may vary. The range of values for this item is from one times through 24 times.
- (8) This text will be deleted when the survivor benefit is based on the amount of the weekly benefit before reduction for other income.
- (9) This text will be deleted when the survivor benefit is not reduced by disability earnings.
- (10) The name and title of the Guardian officer may change.

## **PC-R-STD-SIB-15**

### **Specified Injury Benefit Rider**

- (1) This item may vary. The range of values for this item is from 30 days to 360 days.
- (2) Either the text in (2A) or (2B) will be used. The text in (2A) will be used when the weekly payment for Presumptive Disability is reduced by income from other sources. The text in (2B) will be used when the weekly payment for Presumptive Disability is not reduced by income from other sources.
- (3) The text will be included if the Presumptive Disability is paid out in a lump sum.
- (4) This text will be deleted if the Presumptive Disability is paid out in a lump sum.
- (5) This item may vary. The range of values for this item is from 1 week to 26 weeks.
- (6) The name and title of the Guardian officer may change.

**DISTRICT OF COLUMBIA  
LIFE & HEALTH INSURANCE GUARANTY ASSOCIATION ACT OF 1992  
SUMMARY OF GENERAL PURPOSES, COVERAGE LIMITATIONS AND  
CONSUMER PROTECTION**

**General Purposes**

Residents of the District of Columbia should know that licensed insurers who sell health insurance, life insurance, and annuities in the District of Columbia are members of the District of Columbia Life and Health Insurance Guaranty Association (“Guaranty Association”).

The purpose of this Guaranty Association is to provide statutorily-determined benefits associated with covered policies and contracts in the unlikely event that a member insurer is unable to meet its financial obligations and is found by a court of law to be insolvent. When a member insurer is found by a court to be insolvent, the Guaranty Association will assess the other member insurers to satisfy the benefits associated with any outstanding covered claims of persons residing in the District of Columbia. However, the protection provided through the Guaranty Association is subjected to certain statutory limits explained under “Coverage Limitation” section, below. In some cases, the Guaranty Association may facilitate the reassignment of policies or contracts to other licensed insurance companies to keep the coverage in-force, with no change in contractual rights or benefits.

**Coverage**

The Guaranty Association, established pursuant to the Life and Health Guaranty Association Act of 1992 (“Act”), effective July 22, 1992 (D.C. Law 9-129; D.C. Official Code § 31-5401 et seq.), provides insolvency protection for certain types of insurance policies and contracts.

The insolvency protections provided by the Guaranty Association is generally conditioned on a person being 1) a resident of the District of Columbia and 2) the individual insured or owner under a health insurance, life insurance, or annuity contract issued by a member insurer, or insured under a group policy insurance contract issued by a member insurer. Beneficiaries, payees, or assignees of District insureds are also covered under the Act, even if they reside in another state.

**Coverage Limitations**

The Act also limits the amount the Guaranty Association is obligated to pay. The benefits for which the Guaranty Association may become liable shall be limited to the lesser of:

- The contractual obligations for which the insurer is liable or for which the insurer would have been liable if it were not an impaired or insolvent insurer; or
- With respect to any one life, regardless of the number of policies, contracts, or certificates:
  - \$300,000 in life insurance death benefits for any one life; including net cash surrender or net cash withdrawal values;
  - \$300,000 in the present value of annuity benefits, including net cash surrender or net cash withdrawal values;
  - \$300,000 in the present value of structured settlement annuity benefits, including net cash surrender or net cash withdrawal values;

- \$300,000 for long-term care insurance benefits;
- \$300,000 for disability insurance benefits;
- \$500,000 for basic hospital, medical, and surgical insurance, or major medical insurance benefits;
- \$100,000 for coverage not defined as disability insurance or basic hospital, medical and surgical insurance or major medical insurance or long term care insurance including any net cash surrender and net cash withdrawal values.

In no event is the Guaranty Association liable for more than \$300,000 in benefits with respect to any one life (\$500,000 in the event of basic hospital, medical insurance or major medical insurance).

Additionally, the Guaranty Association is not obligated to cover more than \$5,000,000 for multiple non-group policies of life insurance with one owner of regardless of the number of policies owned.

### **Exclusions Examples**

Policy or contract holders are not protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was domiciled in a state whose guaranty association law protects insureds that live outside of that state);
- Their insurer was not authorized to do business in the District of Columbia; or
- Their policy was issued by a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, a non-profit hospital or medical service organization, a health maintenance organization, or a risk retention group.

The Guaranty Association also does not cover:

- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Any plan or program of an employer or association that provides life, health, or annuity benefits to its employees or members and is self-funded;
- Interest rate guarantees which exceed certain statutory limitations;
- Dividends, experience rating credits or fees for services in connection with a policy;
- Credits given in connection with the administration of a policy by a group contract holder; or
- Unallocated annuity contracts.

### **Consumer Protection**

To learn about the above referenced protections, please visit the Guaranty Association's website at [www.dclifega.org](http://www.dclifega.org). Additional questions may be directed to the District of Columbia Department of Insurance, Securities and Banking (DISB) and they will respond to questions not specifically addressed in this disclosure document.

Policy or contract holders with additional questions may contact either:

District of Columbia Department of Insurance, Securities, and Banking 810 First Street, N.E., Suite 701 Washington, D.C. 20002 (202) 727-8000	Executive Director District of Columbia Life and Health Insurance Guaranty Association 1200 G Street, N.W., Suite 800 Washington, D.C. 20005 (202) 434-8771 Fax: (202) 347-2990
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Pursuant to the Act (D.C. Official Code § 31-5416), insurers are required to provide notice to policy and contract holders of the existence of the Guaranty Association and the amounts of coverage provided under the Act. Your insurer and agent are prohibited by law from using the existence of the Guaranty Association and the protection it provides to market insurance products. You should not rely on insolvency protection provided under the Act when selecting an insurer or insurance product. If you have obtained this document from an agent in connection with the purchase of a policy or contract, you should be aware that such delivery does not guarantee that the Guaranty Association would cover your policy or contract. Any determination of whether a policy or contract will be covered will be determined solely by the coverage provisions of the Act.

This disclosure is intended to summarize the general purpose of the Act and does not address all the provisions of the Act. Moreover, the disclosure is not intended and should not be relied upon to alter any right established in any policy or contract, or under the Act.

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**DISTRICT OF COLUMBIA  
LIFE & HEALTH INSURANCE  
GUARANTY ASSOCIATION ACT OF  
1992**

SUMMARY OF GENERAL PURPOSES, COVERAGE LIMITATIONS AND  
CONSUMER PROTECTION

**General Purposes**

Residents of the District of Columbia should know that licensed insurers who sell health insurance, life insurance, and annuities in the District of Columbia are members of the District of Columbia Life and Health Insurance Guaranty Association ("Guaranty Association").

The purpose of the Guaranty Association is to provide statutorily-determined benefits associated with covered policies and contracts in the unlikely event that a member insurer is unable to meet its financial obligations and is found by a court of law to be insolvent. When a member insurer is found by a court to be insolvent, the Guaranty Association will assess the other member insurers to satisfy the benefits associated with any outstanding covered claims of persons residing in the District of Columbia. However, the protection provided through the Guaranty Association is subjected to certain statutory limits explained under "Coverage Limitations" section, below. In some cases, the Guaranty Association may facilitate the reassignment of policies or contracts to other licensed insurance companies to keep the coverage in-force, with no change in contractual rights or benefits.

**Coverage**

The Guaranty Association, established pursuant to the Life and Health Guaranty Association Act of 1992 ("Act"), effective July 22, 1992 (D.C. Law 9-129; D.C. Official Code § 31-5401 et seq.), provides insolvency protection for certain types of insurance policies and contracts.

The insolvency protections provided by the Guaranty Association is generally conditioned on a person being 1) a resident of the District of Columbia and 2) the individual insured or owner under a health insurance, life insurance, or annuity contract issued by a member insurer, or insured under a group policy insurance contract issued by a member insurer. Beneficiaries, payees, or assignees of District insureds are also covered under the Act, even if they reside in another state.

**Coverage Limitations**

The Act also limits the amount the Guaranty Association is obligated to pay. The benefits for which the Guaranty Association may become liable shall be limited to the lesser of:

- The contractual obligations for which the insurer is liable or for which the insurer would have been liable if it were not an impaired or insolvent insurer; or
- With respect to any one life, regardless of the number of policies, contracts, or certificates:
  - \$300,000 in life insurance death benefits for any one life, including net cash surrender or net cash withdrawal values;
  - \$300,000 in the present value of annuity benefits, including net cash surrender or net cash withdrawal values;
  - \$300,000 in the present value of structured settlement annuity benefits, including net cash surrender or net cash withdrawal values;
  - \$300,000 for long-term care insurance benefits;
  - \$300,000 for disability insurance benefits;

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Deleted: Residents of the District of Columbia who purchase health insurance, life insurance, and annuities should know that the insurance companies licensed in the District of Columbia to write these types of insurance are members of the District of Columbia Life and Health Insurance Guaranty Association ("Guaranty Association").

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Deleted: The purpose of this Guaranty Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will access its other member insurance companies for the money to pay the claims of insured persons who live in the District of Columbia and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is limited, however, as noted on the other side of this page.

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DISCLAIMER

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□ \$500,000 for basic hospital, medical, and surgical insurance, or major medical insurance benefits:

□ \$100,000 for coverage not defined as disability insurance or basic hospital, medical and surgical insurance or major medical insurance or long term care insurance including any net cash surrender and net cash withdrawal values.

In no event is the Guaranty Association liable for more than \$300,000 in benefits with respect to any one life (\$500,000 in the event of basic hospital, medical insurance or major medical insurance).

Additionally, the Guaranty Association is not obligated to cover more than \$5,000,000 for multiple non-group policies of life insurance with one owner of regardless of the number of policies owned.

### Exclusions Examples

Policy or contract holders are not protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was domiciled in a state whose guaranty association law protects insureds that live outside of that state);
- Their insurer was not authorized to do business in the District of Columbia; or
- Their policy was issued by a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, a non-profit hospital or medical service organization, a health maintenance organization, or a risk retention group.

The Guaranty Association also does not cover:

- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Any plan or program of an employer or association that provides life, health, or annuity benefits to its employees or members and is self-funded;
- Interest rate guarantees which exceed certain statutory limitations;
- Dividends, experience rating credits or fees for services in connection with a policy;
- Credits given in connection with the administration of a policy by a group contract holder; or
- Unallocated annuity contracts.

### Consumer Protection

To learn more about the above referenced protections, please visit the Guaranty Association's website at [www.dclifega.org](http://www.dclifega.org). Additional questions may be directed to the District of Columbia Department of Insurance, Securities and Banking (DISB) and they will respond to questions not specifically addressed in this disclosure document.

Policy or contract holders with additional questions may contact either:

<u>District of Columbia Department of Insurance, Securities and Banking 810 First Street, N.E., Suite 701 Washington, DC 20002 (202) 727-8000</u>	<u>District of Columbia Life and Health Guaranty Association 1200 G Street, N.W. Washington, DC 20005 (202) 434-8771</u>
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¶ The District of Columbia Life and Health Insurance Guaranty Association or the District of Columbia Insurance Commissioner will respond to any question you may have which are not answered by this document. Your insurer and agent are prohibited by law from using the existence of the association or its

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Pursuant to the Act (D.C. Official Code § 31-5416), insurers are required to provide notice to policy and contract holders of the existence of the Guaranty Association and the amounts of coverage provided under the Act. Your insurer and agent are prohibited by law from using the existence of the Guaranty Association and the protection it provides to market insurance products. You should not rely on insolvency protection provided under the Act when selecting an insurer or insurance product. If you have obtained this document from an agent in connection with the purchase of a policy or contract, you should be aware that such delivery does not guarantee that the Guaranty Association would cover your policy or contract. Any determination of whether a policy or contract will be covered will be determined solely by the coverage provisions of the Act.

This disclosure is intended to summarize the general purpose of the Act and does not address all the provisions of the Act. Moreover, the disclosure is not intended and should not be relied upon to alter any right established in any policy or contract, or under the Act.

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&#x2022; They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside of that state of incorporation);

&#x2022; Their insurer was not authorized to do business in the District of Columbia; or

&#x2022; Their policy was issued by a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, a non-profit hospital or medical service organization, or a risk retention group.

This Guaranty Association also does not provide coverage for:

&#x2022; Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk;

&#x2022; Any policy of reinsurance (unless and assumption certificate was issued);

&#x2022; Any plan or program of an employer or association that provides life, health, or annuity benefits to its employees or members to the extent the plan is self-funded or uninsured;

&#x2022; Interest rate guarantees which exceed certain statutory limitations;

&#x2022; Dividends, experience rating credits, or fees for services in connection with a policy;

&#x2022; Credits given in connection with the administration of a policy by a group contract holder; or

&#x2022; Unallocated annuity contracts.

#### LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to pay. The benefits for which the Guaranty Association may become liable shall be limited to the lesser of:

&#x2022; the contractual obligations for which the insurer is liable or for which the insurer would have been liable if it were not an impaired or insolvent insurer, or

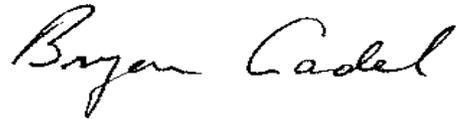
&#x2022; with respect to any one life, regardless of the number of policies, contracts, or

## CERTIFICATION OF READABILITY

Form number(s): GC-R-STD-SCEP-16-DC

The undersigned individuals have carefully reviewed, and know the contents of, the filing submitted herewith, and except as qualified, do hereby certify the following:

1. The said form(s) meet the minimum reading ease requirements of your jurisdiction.
2. The captioned form(s), when combined with the Group Policy, will have a Flesch reading ease test score of at least 40 with no exemptions.
3. The said form(s) are printed in 10-point or larger type.



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(Signature of Officer)  
2<sup>nd</sup> Vice President, Chief Compliance  
Officer

Date: 11/04/2016



## Actuarial Memorandum

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### Scheduled Contract Employee Provision Form SCEP-16

We believe that the amendments to Guardian's Scheduled Contract Employee Provision under Form SCEP-16 will have no prospective impact on our Group Disability rates. We expect that any future impact on Guardian's claim costs will flow through our experience.

If there are any questions, please contact me at 610-807-6181.

*David Ferrari*

-----  
David Ferrari, FSA MAAA  
Actuarial Fellow

8/29/16

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Date